

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

S.H. & ASSOCIATES, INC.,	)	
an Illinois Corporation,	)	Case No. 08-cv-4767
	)	
Plaintiff,	)	Honorable Judge Andersen
	)	
v.	)	Magistrate Judge Cole
	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendant,	)	

**VERIFIED MOTION FOR TEMPORARY RESTRAINING ORDER**

NOW COMES Plaintiff, S.H. & Associates, Inc., by its attorneys, WEISSBERG AND ASSOCIATES, LTD., and pursuant to 26 U.S.C.A. §7426, move for entry of a temporary restraining order and preliminary injunction against Defendant, United States of America ("Defendant"), as follows:

**I. INTRODUCTION**

Plaintiff, S.H. & Associates, Inc. ("Plaintiff") is a real estate development company that develops single family, mixed-residential, and commercial properties. Plaintiff was duly organized as an Illinois corporation in 1990, and its original shareholders were Mrs. Paul Gussin and Sawsan Hammad ("Sawsan"). In or about 1990, Sawsan Hammad purchased the remaining shares of Ms. Gussin. In or about 1997, Sawsan sold 9% of her shares in Plaintiff to her son Omar Hammad ("Omar"), and 1% of her shares in Plaintiff to her son Kareem Hammad ("Kareem"). See, Affidavit of Omar Hammad attached hereto as Exhibit 1, ¶¶6. Samy Hammad ("Samy"), the husband of Sawsan and father of Omar and Kareem has been the President of Plaintiff from 1990 through the present date. See,

Affidavit of Samy Hammad attached hereto as Exhibit 2, ¶¶5. At all times, Samy never any any responsibilities relating to the general management or day to day operations of Plaintiff, and instead Omar was responsible for those day to day duties. See, Affidavits of Omar Hammad and Samy Hammad attached hereto as Exhibits 1 and 2, ¶¶1, 5, respectively. Samy was never a shareholder of Plaintiff, and only served in a limited capacity as President by Plaintiff, and he has never received any monies or compensation whatsoever from Plaintiff. See, Affidavit of Samy Hammad attached hereto as Exhibit 2, ¶¶4-5.

In or about 2004, the Internal Revenue Service ("IRS") filed a third-party lawsuit against Samy Hammad in the case of *Urban v. United States of American*, Case No. 03-cv-6630, before Judge Ashman in the United State District Court, Northern District of Illinois, Eastern Division ("Lawsuit"). Pursuant to the Lawsuit, the IRS claimed that Samy's related corporation, All American Corporation, had unpaid employment tax liabilities to the IRS for various periods from September 30, 1991 through 1995. On or about April 25, 2005, the Lawsuit was settled pursuant to a Consent Judgment by which Samy agreed to have a judgment entered against himself, personally, in the amount of \$1,003,937.30 ("Judgment Amount"). A copy of the Consent Judgment is attached hereto as Exhibit 3; See Also, Affidavit of Samy Hammad, Exhibit 2, ¶ 12.

Almost three years after the Judgment Amount was entered, on or about January 31, 2008, the IRS placed a Federal Tax Lien on all property of Plaintiff, pursuant to a Notice of Federal Tax Lien Filing and Notice of Federal Tax Lien Filing – Nominee or Alter Ego Notice (collectively, the "Lien"). See, the Lien attached hereto as Exhibit 4. Specifically, the Lien has been placed on, and is encumbering the real properties identified on Exhibit 5 hereto (the "Properties").

Samy is not a shareholder, director or employee of Plaintiff, has never co-mingled assets with Plaintiff, and because Samy was never paid or compensated by Plaintiff in any

manner, and is otherwise not an alter-ego or nominee of Plaintiff. See, Affidavit of Samy Hammad attached hereto as Exhibit 1, ¶¶ 4-5. Accordingly, on or about March 3, 2008, Plaintiff filed an appeal with the IRS objecting to the Notice of Lien against Plaintiff ("Appeal"). See, copy of Appeal documents attached hereto as Exhibit 6.

The Lien has had a devastating affect on Plaintiff's ability to do business. Since Plaintiff is in the business of developing and selling properties, the Lien has caused each real property owned by Plaintiff to be wholly unmarketable and has had the direct effect of causing all business operations of Plaintiff to shut down. See, Affidavit of Omar Hammad attached hereto as Exhibit 1, ¶19.

On or about August 8, 2008, Plaintiff entered into a real estate contract for the sale of its property located at 732 Forest Glen Drive, Oak Brook, Illinois, but has been unable to so, due to the encumbrance on title caused by the Lien. See, Affidavit of Omar Hammad attached hereto as Exhibit 1, ¶18; See A/so, Real Estate Contract attached hereto as Exhibit 7.

Accordingly, Plaintiff is requesting that this Court enter an Order setting aside the Lien, injunctive relief requiring Defendant to immediately release and/or otherwise remove the Lien on Plaintiff's properties, and an Order enjoining Defendant from seizing or otherwise enforcing the Lien.

Without the injunctive relief sought herein, Plaintiff will be irreparably harmed through the immediate and irreversible loss of their protectable interest in their properties that are the subject of the Defendant's wrongful Lien.

Plaintiff restates and realleges the allegations in the Complaint as if fully stated herein, and submit the Affidavit of Omar Hammad, the general manager of Plaintiff, and Samy Hammad, the tax payer liable for the amounts under the Lien, in support of this Motion.

## II. PARTIES

1. Plaintiff, S.H. & Associates, Inc. ("Plaintiff") is an Illinois corporation with its principal place of business in Oakbrook, Illinois.

2. The Defendant, United States of America ("United States") is substituted as a matter of law for the Internal Revenue Service ("IRS").

## III. ARGUMENT

3. A federal tax lien does not attach to property in which a taxpayer has no interest under state law. See, *United States v. Towne*, 406 F.Supp.2d 928, 932 (N.D.Ill. 2005); See Also, *United States v. National Bank of Commerce*, 472 U.S. 713, 722, 105 S.Ct. 2919 (1985) (holding that state law controls the determination of legal interest taxpayer has in property).

4. The Plaintiff has complete ownership interest in the Properties. See, Affidavit of Omar Hammad attached hereto as Exhibit 1, ¶12.

5. Samy has no ownership or other interest in the Properties. See, Affidavit of Samy Hammad attached hereto as Exhibit 2, ¶7.

6. The wrongful levy statute, 26 U.S.C. § 7426 ("Wrongful Levy Statute"), provides that a non-taxpayer is entitled to injunctive relief, including, the release of a federal tax lien, if the non-taxpayer's property is wrongfully levied upon. See, 26 U.S.C. §7426 (b)(1); See Also, *United States v. Towne*, 406 F.Supp.2d 928, 932 (N.D.Ill. 2005).

7. Here, the issuance and filing of the Lien, constitutes a levy under the Wrongful Levy Statute. See, *United Pacific Insurance v. United States*, 320 F.Supp. 450 (D.Ore. 1970).

8. Defendant filed the Lien on the basis that Plaintiff is the alter ego or nominee of the Plaintiff. The Lien should be immediately removed because under Illinois law, Samy, is neither the alter ego or nominee of the Plaintiff.

#### **PLAINTIFF IS NOT THE ALTER EGO OF SAMY**

9. Under Illinois law, "in determining whether to disregard a corporate entity, a court should consider the following variables, with no single factor being determinative: (1) inadequate capitalization, (2) the failure to issue stock, (3) the failure to observe corporate formalities, (4) the payment of dividends, (5) the insolvency of the debtor corporation at the time, (6) the nonfunctioning of other corporate officers or directors, (7) the absence of corporate records, and, (8) whether the corporation is a mere façade for the operation of dominant shareholders." *People v. V&M Industries, Inc.*, 298 Ill.App.3d 733, 740, 700 N.E.2d746, 233 Ill.Dec. 218 (5<sup>th</sup> Dist. 1998).

10. Here, Plaintiff: (1) at all relevant times, has never been inadequately capitalized, (2) has issued stock, (3) has observed corporate formalities, maintained its own bank accounts, maintained its own separate corporate minute book; (4) was not insolvent at the time the Lien was imposed by Defendant or at anytime prior, (5) has other functioning officers and directors, including Omar Hammad and Kareem Hammad; (6) maintains corporate records, and (7) Samy is not and never has been a shareholder of Plaintiff. See, Affidavit of Omar Hammad, the Secretary and shareholder of Plaintiff attached hereto as Exhibit 1, ¶¶ 7-16.

11. Based on the foregoing, Samy should not be deemed the Alter Ego of Plaintiff.

**PLAINTIFF IS NOT THE NOMINEE OF SAMY**

12. The key to in determining whether a nominee theory is applicable is whether the transferor of property had control over the Property. *See, United States v. Towne*, 406 F.Supp. at 937.

13. Here, Plaintiff had control over the Properties at all times. In fact, Plaintiff purchased the Properties, Samy never owned and sold any property that SH ever owned, and Samy never bought any property from SH. *See*, Affidavit of Samy Hammad, attached hereto as Exhibit ¶¶7-11.

14. Based on the foregoing, Plaintiff should not be deemed a nominee of Samy.

**PLAINTIFF IS ENTITLED TO INJUNCTIVE RELIEF**

15. Generally, four factors must be satisfied before an injunction will be granted, namely that 1) the plaintiff possesses a clearly ascertainable right in need of protection; 2) there is a likelihood that the plaintiff will succeed on the merits; 3) the plaintiff will suffer irreparable injury if an injunction does not issue; and, 4) the plaintiff has no adequate remedy at law. *Hartlein v. Illinois Power Co.*, 151 Ill.2d 142, 156, 601 N.E.2d 720, 726-727 (1992).

However, "[u]nder Illinois law, "where a statute expressly authorizes injunctive relief to enforce the provisions of the statute, the general rule of equity requiring a showing of a lack of an adequate remedy at law and irreparable injury need not be shown." *Pepsico, Inc. v. Redmond*, 1996 WL 3965 (N.D.Ill. 1996). Because here the Wrongful Levy Statute expressly provides for injunctive relief, Plaintiff is not required to allege or prove an inadequate remedy at law and irreparable injury in order for this Court to grant the injunctive relief sought. *See*, 26 U.S.C.A. §7426(b)(1).

**A. Plaintiffs Have Clear and Ascertainable Rights in Need of Protection.**

16. Plaintiff has a clearly ascertainable right in need of protection conferred, namely its ownership interest in the Properties has been encumbered, as has its ability to freely transfer and purchase real estate in order to keep its business operating. A plaintiff who is able to demonstrate "an injury to some substantive interest recognized by statute or the common law" has established a clearly ascertainable right in need of protection for purposes of obtaining injunctive relief. *Kilhafner v. Harschbarger*, 245 Ill.App.3d 227, 229, 614 N.E.2d at 897, 899 (3<sup>rd</sup> Dist. 1993). Illinois courts have long recognized the unique nature of real property as an ascertainable right in need of protection. See, *Rootberg v. Richard J. Brown Associates of Delaware, Inc.*, 14 Ill.App.3d 301, 302 (1<sup>st</sup> Dist. 1973); *LaSalle National Bank v. Refrigerated Transport Co.*, 165 Ill.App.3d 899, 900-901 (1<sup>st</sup> Dist. 1987)

**B. Plaintiff Has Shown a Likelihood of Success on the Merits.**

17. It is not necessary that a plaintiff make out a case that in all events will warrant relief at the final hearing. *The Systems, Inc. v. Telcom Midwest, Inc.*, 203 Ill.App.3d 142, 151, 560 N.E.2d 1080, 1086 (1<sup>st</sup> Dist. 1990). It is only necessary that the plaintiff raise a 'fair question' as to the likelihood of success on the merits. *Buzz Barton & Associates, Inc. v. Giannone*, 108 Ill.App.2d 373, 382, 483 N.E.2d 1271, 1275 (1985).

18. As discussed above, because Plaintiff is neither the alter ego nor nominee of Plaintiff, Plaintiff has adequately alleged that it has a high likelihood of success on the merits.

**C. The Balancing of Equities Favors Plaintiff**

19. Plaintiff's ownership interest in the Properties is greater than Defendant's fictitious interest in the Properties and assets of Plaintiff. Although the IRS may have a

greater interest in the property and assets of Samy due to the Consent Judgment, because Samy is not an alter ego or nominee of Plaintiff, the Defendant has no tangible or cognizable interest in any of the Properties of Plaintiff.

20. Defendant's improper Lien has had the result of seizing all business operations of Plaintiff, and is putting Plaintiff in jeopardy of defaulting under the sales contract for the Forest Glen Property.

21. Accordingly, Plaintiff's real injuries that arise as a result of Defendant's improper Lien, including, the loss of control of the marketability of the Properties and the loss of Plaintiff's business value as a result of the Lien, clearly outweigh Defendant's fictitious rights in those Properties. Accordingly, the balancing of the equities clearly favors Plaintiff.

WHEREFORE, Plaintiff, S.H. & Associates, Inc., prays for the entry of a temporary restraining order, preliminary injunction, and permanent injunction as follows:

- A. Directing Defendant to immediately record a Release of the wrongful Lien with the Recorder of Deeds of Cook County and DuPage counties, Illinois, including the Forest Glen Property;
- B. Directing Defendant to immediately cease and desist from the unauthorized recording of any future liens on the property of Plaintiff;
- C. Directing Defendant to immediately cease and desist from preventing Plaintiff's ability to sell the Properties;
- D. That the Court waive any requirement of surety or bond based on the likelihood of success on the merits; and



E. For such other and further relief that this Court deems just and proper.

**S.H. & ASSOCIATES, INC.,** Plaintiff

By: /s/ Ariel Weissberg  
One of its attorneys

Ariel Weissberg, Esq. (Attorney No. 03125591)  
Rakesh Khanna, Esq. (Attorney No. 6243244)  
Weissberg and Associates, Ltd.  
401 S. LaSalle St., Suite 403  
Chicago, IL 60605  
T. 312-663-0004  
F. 312-663-1514

**VERIFICATIONS**

I, Omar S. Hammad, on S.H. & Associates, Inc., being first duly sworn on oath, attest and state that I have reviewed the allegations contained in the Verified Motion for Temporary Restraining Order, and that the statements contained therein are true and accurate to the best of my knowledge and belief.



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Omar S. Hammad

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF ILLINOIS  
 EASTERN DIVISION

SH & ASSOCIATES, INC.,  
 an Illinois Corporation,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant,

Case No. 08-cv-4767

Honorable Judge Andersen

Magistrate Judge Cole

**AFFIDAVIT OF OMAR HAMMAD**

I, Omar Hammad, being duly sworn, state:

1. At all relevant times discussed herein, I was the Secretary and operating manager who handles the day to day operation of SH, as well as, a shareholder of S.H. & Associates, Inc. ("SH").

2. I am submitting this Affidavit in support of, and adopt the statements in SH's Verified Motion for Temporary Restraining Order.

3. SH is an Illinois corporation that was formed and organized in 1990, and is in the business of buying, selling, and developing single family properties, multi-residence properties, and commercial properties.

4. The initial sole shareholders of SH were Sawsan Hammad ("Sawsan") and Mrs. Paul Gussin, who both owned fifty percent of the shares of SH in 1990.

5. In 1990 Mrs. Gussin sold her entire shareholder interest in SH to Sawsan.

6. Subsequently, in or about 1997 Sawsan sold nine percent of the shares of SH to myself and 1 percent of the stock of SH to Kareem Hammad.

**EXHIBIT**

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7. Samy Hammad ("Samy") has never been a shareholder or director of SH.

8. Samy has been the President of SH since 1990 but has never received a salary or any other compensation from SH. Samy had a very limited role with SH, limited primarily to signing checks on behalf of SH.

9. Since its inception, SH has always followed corporate formalities, has maintained its own bank account, corporate minute book and has filed its own tax returns.

10. SH never co-mingled any of its assets with those of Samy or anyone else.

11. At no time since its incorporation has SH ever been insolvent or inadequately capitalized.

12. Currently and as of January 31, 2008, SH owns and has a fee title interest in the following properties:

Street Address	City	State	Zip	County	PIN	Cost
732 Forest Glen	Oak Brook	IL	60523	DuPage	06-24-208-079	\$ 530,000
40 N. Tower Road Unit 7N	Oak Brook	IL	60523	DuPage	06-28-108-321	\$ 200,000
537 E. Park Ave.	Elmhurst	IL	60126	DuPage	06-01-412-044	\$ 300,000
443 N. Emery Lane	Elmhurst	IL	60126	DuPage	03-35-305-013	\$ 750,000
10S521 Dunham Drive	Downers Grove	IL	60516	DuPage	10-06-303-008	\$ 385,000
929 Ashford Lane	Westmont	IL	60559	DuPage	09-15-304-033	\$ 300,000
345 W. Superior St. Unit A	Chicago	IL	60610	Cook	17-09-207-006-1009	\$ 500,000
123 E. 43rd Street	Chicago	IL	60653	Cook	20-03-302-026-0000	\$ 200,000
3954 W. Lake Street	Chicago	IL	60624	Cook	16-11-300-020-0000	\$ 300,000
350 N. Cicero Ave.	Chicago	IL	60644	Cook	16-09-402-025-0000	\$ 300,000

5100 S. Paulina St.	Chicago	IL	60609	Cook	20-07-405-022-0000	\$ 500,000
15501 70th Court	Orland Park	IL	60462	Cook	28-18-100-047-1001	\$ 300,000
8356 S. Kilbourn Ave.	Chicago	IL	60652	Cook	19-34-329-037-0000	\$ 180,000
3426 W. 135th Street	Robbins	IL	60472	Cook	24-35-408-017-0000	\$ 150,000
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-004-0000	\$ 225,000
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-003-0000	N/A
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-002-0	N/A

(collectively, hereinafter referred to as the Properties").

13. Samy never owned, purchased, or had any ownership or title interest in any of the Properties at anytime.

14. Samy never received the proceeds from the sales of any properties that SH ever owned, and rather those proceeds were always deposited into the SH's bank accounts.

15. None of the Properties were ever used as security for personal loans by Samy, or for any loans other than those for the benefit of SH.

16. Because SH is a Subchapter S corporation, SH never paid any dividends to its shareholders.

17. Currently, SH has a contract for the sale of property listed above at 732 Forest Glen Drive, Oak Brook Illinois ("Forest Glen Property"). Attached hereto as Exhibit A is the contract for the sale of the Forest Glen Property.

18. However, SH can not sell the Forest Glen Property due to the encumbrance of the Federal Tax Lien that was placed on all of the assets of SH by the IRS in or about January, 2008 ("Lien").

19. SH has been unable to conduct any business or raise any revenue since the IRS imposed the Lien on SH.

20. At the time I signed this Affidavit, my father, Samy Hammad, is out of the country in Egypt for the next month, with no ability to check his emails or receive or send any communications.

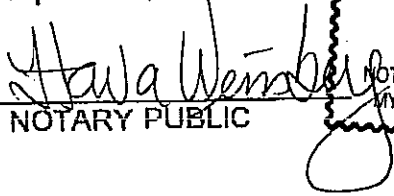
21. On September 3, 2008, I spoke with Samy Hammad on the phone and read to him every allegation appearing on his affidavit, and he agreed and consented with every allegation contained therein.

22. Accordingly, Samy Hammad provided me with the express authority and consent to sign his affidavit in support of the Verified Motion for Temporary Restraining Order on his behalf.

23. I have personal knowledge of the statements made in this affidavit and if called as a witness, I am competent to testify to the matters stated.

  
Omar Hammad

SUBSCRIBED AND SWORN TO  
before me this 3<sup>rd</sup> day  
of September, 2008

  
NOTARY PUBLIC

OFFICIAL SEAL  
HAVA WEISSBERG  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 10/05/10

Approved by the CHICAGO ASSOCIATION OF REALTORS<sup>®</sup>

## 1. PARTIES:

2. SELLER: DR SH & Associates PURCHASER: Midwest Leasing of Oak Brook, Inc.  
 3. ADDRESS: 2 Shelburne ADDRESS: 55 W. Wacker Drive #1120  
 4. Oak Brook, IL 60523 Chicago, IL 60601

5. Purchaser and Seller are hereinafter sometimes referred to as the "Parties."  
 6. Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions  
 7. herein set forth.

## 8. DESCRIPTION OF PROPERTY:

9. TYPE OF PROPERTY (check one): ☒ Single Family ☐ Condominium ☐ Townhouse  
 10. ☐ Multi-Family ☐ Vacant Lot

11. STREET ADDRESS 732 FOREST GLEN LANE, OAK BROOK, IL 60523  
 12. (Include "Unit Number" if condominium or townhouse) (CITY) (STATE)

13. LOT SIZE: APPROXIMATELY 55 X 133 X 163 X 160 X        X        FEET.

14. LEGAL DESCRIPTION: The Parties agree that the correct legal description may be attached at any time hereinafter.

## 15. IMPROVED WITH

16. together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time  
 17. of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any;  
 18. drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener  
 19. (except rental units), if any; all planted vegetation; ceiling fans, if any, automatic garage door system and all related remote  
 20. hand-held units, if any; and specifically including the following items of personal property now on the premises:  
 21. oven/range, microwave, refrigerator, dishwasher, washer, dryer, disposal

## 23. PRICE AND TERMS:

24. PURCHASE PRICE \*See attached contingency \$ 665,000  
 25. EARNEST MONEY DEPOSIT  
 26. In the form of (cash), (personal check), (cashier's check) or (judgment note due       ) \$ 30,000  
 27. \$         
 28. BALANCE DUE AT CLOSING \$ 635,000

## 29. FINANCING:

30. This Contract is contingent upon Purchaser securing within N/A (        ) days of acceptance  
 31. hereof a written mortgage commitment on the real estate herein in the amount of \$        or such lesser sum as  
 32. Purchaser accepts, with interest not to exceed        % per year, to be amortized over        years, the combined origination  
 33. and discount fees for such loan not to exceed        %, plus loan processing fees, if any. Purchaser shall make written  
 34. application for such loan within ten (10) days from date of acceptance of this Contract, shall cooperate with the lender in supplying  
 35. all necessary information and documentation; and shall diligently attempt to obtain the mortgage described herein. In the event  
 36. Purchaser is unable to secure such loan commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney.  
 37. Seller may, at Seller's option, within an equal number of additional days, procure for Purchaser such a commitment or notify  
 38. Purchaser that Seller will accept a purchase money mortgage upon the same terms. In the event neither Purchaser nor Seller secure  
 39. such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest  
 40. money shall be returned to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to  
 41. closing, but any delays caused thereby shall not constitute a default by Seller. Seller must allow reasonable inspection of the  
 42. premises by Purchaser's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this  
 43. Contract, Purchaser represents that Purchaser's ability to obtain financing is not subject to the sale, closing, or rental of any other  
 44. real estate. Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or  
 45. rental of other real estate, and fails to close this transaction as agreed.

## 46. CLOSING:

47. The closing shall be on or before ASAP 8.24.08 at the office of Purchaser's lender, or Title Company

## 48. POSSESSION: (Select one applicable option)

49. Seller shall deliver possession to Purchaser at closing, OR  
 50. Seller shall deliver possession to Purchaser within N/A (        ) days from date of  
 51. closing. Seller agrees to pay Purchaser for use and occupancy the sum of \$        per day for each day after  
 52. closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during such

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53. period, and shall deliver possession of the real estate in the same condition as it is in, on the date of closing. Should Seller  
 54. fail to deliver possession to Purchaser as agreed, Seller shall pay to Purchaser beginning on the N/A day after closing,  
 55. the sum of \$ \_\_\_\_\_ per day until possession is delivered to Purchaser and Purchaser shall, in addition to  
 56. all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove Seller  
 57. from the premises. Seller agrees to waive all notices required by the Foreclosure Entry and Retainer Act or any other statute, and  
 58. consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorneys' fees  
 59. and court costs Purchaser may incur in the enforcement of Purchaser's rights pursuant to this provision.

60. Seller shall deposit the sum of \$ \_\_\_\_\_ in escrow with \_\_\_\_\_, as Escrowee,  
 61. at the time of closing, and any monies due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser  
 62. from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Purchaser  
 63. when Seller, has vacated the premises and delivered the keys to Purchaser or the Escrowee. Escrow money shall be limited to  
 64. delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

#### 65. **TITLE EVIDENCE:**

66. Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title  
 67. insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof  
 68. subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single  
 69. family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth  
 70. below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by Purchaser under the terms hereof  
 71. or which Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which  
 72. is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery thereof by Seller for  
 73. such period of delay. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to  
 74. remove such exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove such  
 75. exceptions or obtain additional insurance within the time stated herein, Purchaser may elect to terminate this Contract and all  
 76. monies paid by Purchaser shall be refunded to Purchaser.

#### 77. **DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**

78. Seller shall convey or cause to be conveyed to Purchaser title to the premises by a recordable general warranty deed with release  
 79. of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Purchaser, or to Purchaser's nominee, subject  
 80. only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a  
 81. residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and  
 82. ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to  
 83. the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any;  
 84. (f) party wall rights and agreements, if any, and (g) limitations and conditions imposed by the Illinois Condominium Property Act  
 85. and condominium declaration, if applicable.

#### 86. **PRORATIONS:**

87. The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes,  
 88. including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water  
 89. taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Prorations  
 90. of general taxes shall be on the basis of 105% of the last ascertainable bill. If such bill is based on a partial assessment or on an  
 91. unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment  
 92. information is available from the County Assessor shall be signed at closing by the parties hereto.

#### 93. **SURVEY:**

94. Seller, at Seller's expense, except for condominiums, shall furnish to Purchaser a current spotted survey (dated not more than 6  
 95. months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements,  
 96. easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not  
 97. encroach upon any easements or building lines, and such survey shall show no encroachments from adjoining properties. In the  
 98. event such survey discloses encroachments, these encroachments shall be insured by the title company for Purchaser and  
 99. Purchaser's lender at Seller's expense.

#### 100. **COMMISSION:**

101. Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and buyer representation  
 102. agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker  
 103. and Purchaser's broker are identified after the execution section of this Contract.

#### 104. **ATTORNEY MODIFICATION:**

105. The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification  
 106. (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date  
 107. (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or such  
 108. party's agent, and shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN**  
 109. **NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES**  
 110. **HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT**  
 111. **MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**



**112. CLEAN CONDITION:**

113. Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Purchaser and all refuse shall  
 114. be removed from the premises at Seller's expense by the possession date.

**115. PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)**

116. Purchaser declines to have a professional property inspection performed, and this Contract shall not be contingent upon such  
 117. an inspection,

118. OR

119. Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have  
 120. the subject property and its improvements inspected by a certified home inspection service of Purchaser's choice, and at  
 121. Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s),  
 122. central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components,  
 123. consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN  
 124. OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED REGARDLESS OF AGE, AND  
 125. DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless  
 126. from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection.  
 127. PURCHASER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS  
 128. CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered  
 129. minor deficiencies for the purpose of this paragraph and Purchaser agrees to assume those repairs with no allowance from Seller.  
 130. Purchaser, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice  
 131. upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative  
 132. cost of repair exceeds the limitation set forth herein, and Purchaser shall have the right to request repair of all such deficiencies.  
 133. In the event Purchaser makes a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to  
 134. Seller. Seller shall, within five (5) business days thereafter, notify Purchaser that (i) Seller will repair such deficiencies; (ii)  
 135. Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii)  
 136. Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a  
 137. credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days  
 138. thereafter notify Seller of Purchaser's election to either proceed with the transaction, waiving all home inspection repair  
 139. requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Purchaser. The  
 140. parties hereto agree that the following items are accepted by Purchaser "As Is", shall not be made a part of Purchaser's request  
 141. for repairs, and shall not be further negotiated:  
 142. IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME  
 143. SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO  
 144. LONGER A PART OF THIS REAL ESTATE SALE CONTRACT.

**145. WELL AND SEPTIC TEST: (Select one applicable option)**

146. The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision  
 147. inapplicable),

148. OR

149. The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at Seller's  
 150. expense, prior to closing, shall obtain and deliver to Purchaser a water test performed by or acceptable to the county in which  
 151. the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance  
 152. with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date.  
 153. If either of such written tests reports indicates that the water is not potable, that the septic system is not in proper operating  
 154. condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the  
 155. necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the  
 156. necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be  
 157. refunded to Purchaser.

**158. FLOOD PLAIN:**

159. Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or  
 160. disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard  
 161. area which requires Purchaser to obtain flood insurance. This option shall not exist in the event such written notice or disclosure  
 162. was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and  
 163. Purchaser prior to the Contract Date.

**164. PERFORMANCE / DEFAULT / RELEASE OF EARNEST MONEY:**

165. The earnest money and this Contract shall be held by Schiller Realty (Escrowee) for the benefit of the parties  
 166. hereto, and applied to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue  
 167. any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS  
 168. ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER. Absent an agreement  
 169. relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk  
 170. of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money  
 171. for court costs related to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless  
 172. from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or  
 173. court order.

**174. TERMITE INSPECTION:**

175. Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified to do termite  
 176. inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no  
 177. visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if  
 178. the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of  
 179. Purchaser's receipt of the report to proceed with the purchase or declare this Contract null and void. This provision shall not be applicable to  
 180. condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

**181. GENERAL CONDITIONS AND STIPULATIONS:**

182. (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable any lender to issue a commitment  
 183. for mortgage or trust deed and to close this sale.  
 184. (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation,  
 185. condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.  
 186. (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for  
 187. such party. In the event the name and address of Seller or the attorney for Seller is unknown, written notice may be served upon the listing  
 188. broker as agent for Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or  
 189. attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business  
 190. days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.  
 191. (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between Seller and Purchaser, and  
 192. there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of  
 193. this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.  
 194. (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and  
 195. permitted assigns.  
 196. (f) This Contract is subject to the provisions of Public Act 69-111 known as the Residential Real Property Disclosure Act, the terms of which are  
 197. expressly incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document  
 198. is accurate as of the Contract Date.  
 199. (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any  
 200. provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be  
 201. enforced with such provision severed or as modified by such court.  
 202. (h) Prior to closing, Purchaser shall have the right to enter into and make a final inspection of the premises to determine that the premises are  
 203. in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract  
 204. Date, Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.  
 205. (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party  
 206. designated in the ordinance of the municipality imposing the tax.  
 207. (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the  
 208. Uniform Vendor and Purchaser Risk Act of Illinois shall apply.  
 209. (k) If Purchaser or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this  
 210. Contract to indicate they are the beneficiaries of such trust in order to guarantee their performance of this Contract and to indicate that they  
 211. hold the sole power of direction with regard to such trust.  
 212. This Contract and Riders numbered, \_\_\_\_\_, RESIDENTIAL REAL PROPERTY DISCLOSURE  
 213. REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed  
 214. by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to Purchaser.

215. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

216. PURCHASER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

217. PURCHASER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

218. Date of Offer: 8-8-08

Date of Acceptance\*: 8/8/08

219. (\*This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

**IDENTIFY OF BROKERS AND ATTORNEYS**

(Please complete when executing the Contract)

220. PURCHASER'S BROKER: Keller Williams Gold Coast Realty

SELLER'S BROKER: Schiller Realty Dina Ferriola

221. Telephone: 312-981-8500/312-388-2610

Telephone: 630-617-6074

222. Fax: 773-762-2604

Fax: 630-834-9454

223. ☒ (Designated) or ☐ (Dual Agent) (Select one)

☒ (Designated) or ☐ (Dual Agent) (Select one)

224. Elizabeth Gossage

Dina Ferriola

(Agent's Name)

(Agent's Name)

225. PURCHASER'S

SELLER'S

226. ATTORNEY: Larry Brown

ATTORNEY: Larry Ordower (Mike)

227. Telephone: 847-878-2263

Telephone: 312-263-5122

228. Fax: 847-878-2263

Fax: 312-263-0523

**1. BASEMENT**

- a. CERAMIC TILE OF FLOOR
- b. ~~BATTERY BACK UP FOR SUBPUMP~~ ✓
- c. ~~FRIDGE REPLACED~~ removed
- d. REPLACE AND PAINT ANY BASEBOARD/MOLDING WITH WATER DAMAGE

**2. OUTSIDE**

- a. CLEAN AND SECURE GUTTERS
- b. POWER WASH AND PAINT
- c. REPLACE OR PUT JACUZZI IN WORKING ORDER
- d. LEVEL PAVERS IN BACK YARD
- e. CUT DOWN OVER GROWTH OF FOLIAGE DUE TO LACK OF UPKEEP

**3. MAIN LEVEL**

- a. BATHROOM FAN BROKEN
- b. REPAIR GARAGE DOOR
- c. REPAIR LIGHT IN GARAGE
- d. REPAIR DOORBELL
- e. REPAIR SCREEN DOOR IN LAUNDRY ROOM

**4. STAIRWELL**

- a. CLEAN OR REPLACE CARPET
- b. SECURE BANISTER

**5. SECOND LEVEL**

- a. CLEAN OR REPLACE CARPET
- b. PUT SHOWER HEAD IN SECOND BATHROOM
- c. REPAIR WALL IN 3RD BEDROOM
- d. REPAIR/REALIGN CLOSET DOOR IN 3RD BEDROOM
- e. FIX/REPLACE LIGHT FIXTURE IN MASTER BEDROOM CLOSET

Friday, August 08, 2008 America Online: ARSCO1

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 732 East Glen Ln  
 City, State & Zip Code: Carle Place IL 60023  
 Seller's Name: SA Associates

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of Sept 4, 2008 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "no", "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

YES	NO	N/A	
	<input checked="" type="checkbox"/>		1. Seller has occupied the property within the last 12 months. (No explanation is needed.)
	<input checked="" type="checkbox"/>		2. I am aware of flooding or recurring leakage problems in the crawlspaces or basement.
	<input checked="" type="checkbox"/>		3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
	<input checked="" type="checkbox"/>		4. I am aware of material defects in the basement or foundation (including cracks and bulges).
	<input checked="" type="checkbox"/>		5. I am aware of leaks or material defects in the roof, ceilings or chimney.
	<input checked="" type="checkbox"/>		6. I am aware of material defects in the walls or floors.
	<input checked="" type="checkbox"/>		7. I am aware of material defects in the electrical system.
	<input checked="" type="checkbox"/>		8. I am aware of material defects in the the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
	<input checked="" type="checkbox"/>		9. I am aware of material defects in the well or well equipment.
	<input checked="" type="checkbox"/>		10. I am aware of unsafe conditions in the drinking water.
	<input checked="" type="checkbox"/>		11. I am aware of material defects in the heating, air conditioning, or ventilating systems.
	<input checked="" type="checkbox"/>		12. I am aware of material defects in the fireplace or woodburning stove.
	<input checked="" type="checkbox"/>		13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.
	<input checked="" type="checkbox"/>		14. I am aware of unsafe concentrations of radon on the premises.
	<input checked="" type="checkbox"/>		15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
	<input checked="" type="checkbox"/>		16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
	<input checked="" type="checkbox"/>		17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
	<input checked="" type="checkbox"/>		18. I am aware of current infestations of termites or other wood boring insects.
	<input checked="" type="checkbox"/>		19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
	<input checked="" type="checkbox"/>		20. I am aware of underground fuel storage tanks on the property.
	<input checked="" type="checkbox"/>		21. I am aware of boundary or lot line disputes.
	<input checked="" type="checkbox"/>		22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: [Signature] Date: 8/1/07  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT THE BUYER REQUESTS AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 8/1/07 Time: \_\_\_\_\_  
 Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_





**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
(For Residential Real Property Sales or Purchases)

**Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

**Seller's Disclosure (Initial each of the following which applies)**

\_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

\_\_\_\_\_ (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

       (c) Seller has no knowledge of elevated radon concentrations in the dwelling.

       (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (Initial each of the following which applies)**

\_\_\_\_\_ (e) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (Initial if applicable)**

       (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>[Signature]</u>	Date <u>1-2-08</u>
Seller _____	Date _____
Purchaser <u>[Signature]</u>	Date <u>4-1-08</u>
Purchaser _____	Date _____
Agent _____	Date _____
Agent _____	Date _____

1732 Forest Glen Lane  
Oak Brook

Check Number: 10008

Check Date: Jul 31, 2008

Check Amount: \$30,000.00

Item to be Paid - Description

Discount Taken

Amount Paid

EQUIPMENT PURCHASES

30,000.00

MIDWEST LEASING OF OAK BROOK INC.

ACCOUNTING OFFICE  
55 W. WACKER DR. - SUITE 1120  
CHICAGO, ILLINOIS 60601  
(312) 388-2810

Memo:

THE PRIVATE BANK  
AND TRUST COMPANY  
TEN NORTH DEARBORN  
CHICAGO, IL 60602  
2-848/710

Check Number: 10008

DATE  
Jul 31, 2008

AMOUNT

30,000.00

10008

Thirty Thousand and 00/100 Dollars

PAY  
TO THE  
ORDER  
OF:SCHILLER REALTY  
ELMHURST, IL 60126

AUTHORIZED SIGNATURE

⑈010008⑈ ⑆071008486⑆ 101262⑈

MIDWEST LEASING OF OAK BROOK INC.

10008

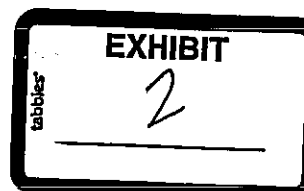
IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

SH & ASSOCIATES, INC.,	)	
an Illinois Corporation,	)	Case No. 08-cv-4767
	)	
Plaintiff,	)	Honorable Judge Andersen
	)	
v.	)	Magistrate Judge Cole
	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendant,	)	

**AFFIDAVIT OF SAMY HAMMAD**

I, Samy Hammad, being duly sworn, state:

1. At all relevant times discussed herein, I have been the president of S.H. & Associates, Inc. ("SH").
2. I am submitting this Affidavit in support of, and adopt the statements in SH's Verified Motion for Temporary Restraining Order.
3. SH is an Illinois corporation that was formed and organized in 1990, and is in the business of buying, selling, and developing single family properties, multi-residence properties, and commercial properties.
4. I have never been a shareholder or director of SH.
5. I have been the President of SH since 1990 but I have never received a salary or any other compensation from SH. I have the limited role of entering into contracts and signing checks on behalf of SH.
6. I have never borrowed monies from or loaned monies to SH.
7. I never had an ownership or title interest in any of the following properties:



732 Forest Glen	Oak Brook	IL	60523	DuPage	06-24-208-079	\$ 530,000
40 N. Tower Road Unit 7N	Oak Brook	IL	60523	DuPage	06-28-108-321	\$ 200,000
537 E. Park Ave.	Elmhurst	IL	60126	DuPage	06-01-412-044	\$ 300,000
443 N. Emery Lane	Elmhurst	IL	60126	DuPage	03-35-305-013	\$ 750,000
10S521 Dunham Drive	Downers Grove	IL	60516	DuPage	10-06-303-008	\$ 385,000
929 Ashford Lane	Westmont	IL	60559	DuPage	09-15-304-033	\$ 300,000
345 W. Superior St. Unit A	Chicago	IL	60610	Cook	17-09-207-006-1009	\$ 500,000
123 E. 43rd Street	Chicago	IL	60653	Cook	20-03-302-026-0000	\$ 200,000
3954 W. Lake Street	Chicago	IL	60624	Cook	16-11-300-020-0000	\$ 300,000
350 N. Cicero Ave.	Chicago	IL	60644	Cook	16-09-402-025-0000	\$ 300,000
5100 S. Paulina St.	Chicago	IL	60609	Cook	20-07-405-022-0000	\$ 500,000
15501 70th Court	Orland Park	IL	60462	Cook	28-18-100-047-1001	\$ 300,000
8356 S. Kilbourn Ave.	Chicago	IL	60652	Cook	19-34-329-037-0000	\$ 180,000
3426 W. 135th Street	Robbins	IL	60472	Cook	24-35-408-017-0000	\$ 150,000
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-004-0000	\$ 225,000
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-003-0000	N/A
1816 St. Charles Road	Maywood	IL	60153	Cook	15-10-127-002-0	N/A

(collectively, hereinafter referred to as the Properties").

8. I never received the proceeds from the sales of any properties that SH ever owned, and rather those proceeds were always deposited into SH's bank accounts.

9. I never used any property owned by SH as security for any loans that were made on my behalf or on the behalf of any of my other related entities.

10. I never bought any properties in which SH had an interest from SH.



11. I never sold any properties in which I had an interest to SH.

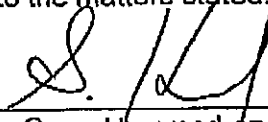
12. I entered into a Consent Judgment with the IRS in or about April, 2005, for unpaid taxes related to my company, All American Corporation, in the total amount of \$1,003,937.30 ("Consent Judgment").

13. Although prior to the time that Consent Judgment was executed, the IRS investigated my involvement and interest in SH, the IRS failed to obtain or request that a judgment be entered against SH.

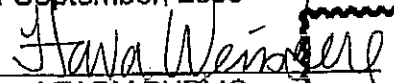
14. Due to the fact that SH is an entity solely independent and unrelated to me, the Federal Tax Lien filed by the IRS in or about January, 2008, is wholly improper and serves an improper encumbrance on the assets of SH.

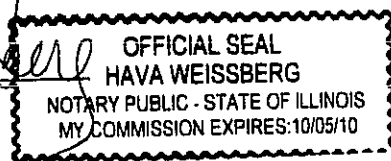
15. Omar Hammad has read every allegation in this affidavit to me over the phone, because I am currently in Egypt with no internet or fax capabilities. I agree with every allegation in this affidavit and give Omar Hammad my full authority and consent to sign this affidavit on my behalf.

16. I have personal knowledge of the statements made in this affidavit and if called as a witness, I am competent to testify to the matters stated.

  
\_\_\_\_\_  
Omar Hammad on behalf of  
Samy Hammad

SUBSCRIBED AND SWORN TO  
before me this 3<sup>rd</sup> day  
of September, 2008

  
NOTARY PUBLIC



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

-----X  
DAVID A. URBAN,

Plaintiff and  
Counterclaim Defendant

v.

Civil Action No.: 03-cv-6630

UNITED STATES OF AMERICA,

Defendant, Counterclaimant,  
and Third-Party Plaintiff,

Magistrate Judge: Ashman

v.

SAMY HAMMAD,

Counterclaim Defendant  
and Third-party Defendant.

-----X

**CONSENT JUDGMENT**

Defendant, counterclaimant and third-party plaintiff, United States of America,  
and counterclaim defendant and third-party defendant, Samy Hammad, stipulate that  
judgment be entered in favor of the United States as follows:

1. Against Samy Hammad, in the amount of \$340,296.01, plus interest  
accruing, as provided by 26 U.S.C. §§6601, 6621, from March 27, 2002 through date of  
entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax  
penalties which relate to the unpaid employment tax liabilities of All American  
Corporation, for employment tax quarter ending September 30, 1991, with interest to  
accrue on such amount after the entry of judgment as provided by 28 U.S.C.  
§1961(c)(1).

**EXHIBIT**

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- 2 -

2. Against Samy Hammad, in the amount of \$151,809.01, plus interest accruing, as provided by 26 U.S.C. §§6601, 6621, from March 27, 2002 through date of entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax penalties which relate to the unpaid employment tax liabilities of All American Corporation, for employment tax quarter ending December 31, 1991, with interest to accrue on such amount after the entry of judgment as provided by 28 U.S.C. §1961(c)(1).

3. Against Samy Hammad, in the amount of \$30,000.00, plus interest accruing, as provided by 26 U.S.C. §§6601, 6621, from March 27, 2002 through date of entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax penalties which relate to the unpaid employment tax liabilities of All American Corporation, for employment tax quarter ending March 31, 1992, with interest to accrue on such amount after the entry of judgment as provided by 28 U.S.C. §1961(c)(1).

4. Against Samy Hammad, in the amount of \$99,999.98, plus interest accruing, as provided by 26 U.S.C. §§6601, 6621, from March 27, 2002 through date of entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax penalties which relate to the unpaid employment tax liabilities of All American Corporation, for employment tax quarter ending December 31, 1992, with interest to accrue on such amount after the entry of judgment as provided by 28 U.S.C. §1961(c)(1).

5. Against Samy Hammad, in the amount of \$134,721.87, plus interest accruing, as provided by 26 U.S.C. §§6601, 6621, from February 4, 2000 through date of entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax

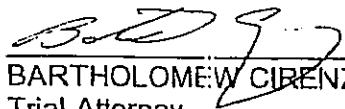
- 3 -

penalties which relate to the unpaid employment tax liabilities of All American Corporation, for employment tax quarters ending June 30, 1995, with interest to accrue on such amount after the entry of judgment as provided by 28 U.S.C. §1961(c)(1).

6. Against Samy Hammad, in the amount of \$247,110.41, plus interest accruing, as provided by 26 U.S.C. §§6601, 6621, from February 4, 2000 through date of entry of judgment, for assessed and unpaid 26 U.S.C. §6672 trust fund recovery tax penalties which relate to the unpaid employment tax liabilities of All American Corporation, for employment tax quarter ending September 30, 1995, with interest to accrue on such amount after the entry of judgment as provided by 28 U.S.C. §1961(c)(1).


7. The parties shall bear their respective costs, including any attorney's fees or other expenses stemming from this litigation.

ATTORNEY FOR DEFENDANT,  
COUNTERCLAIMANT and THIRD-  
SAVERIO PARTY PLAINTIFF  
UNITED STATES OF AMERICA,



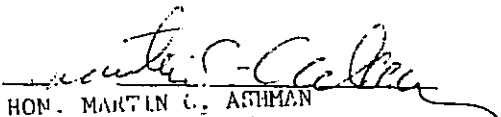
BARTHOLOMEW CIRENZA  
Trial Attorney  
U.S. Department of Justice, Tax Division  
PO Box 55, Ben Franklin Station  
Washington, DC 20044  
Tel. No.: (202) 307-6503

ATTORNEY FOR COUNTERCLAIM  
DEFENDANT and THIRD-PARTY  
DEFENDANT SAMY HAMMAD

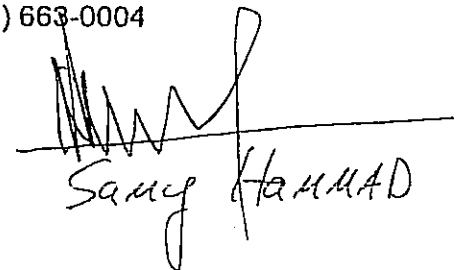


ARIEL WEISSBERG  
WEISSBERG & ASSOCIATES  
401 SOUTH LASALLE STREET  
SUITE 403  
CHICAGO, IL 60605  
Tel. No.: (312) 663-0004

IT IS SO ORDERED, this 25th day of April, 2005, by



HON. MARTIN G. ASHMAN  
United States Magistrate Judge  
Northern District of Illinois



Samy HAMMAD

**Internal Revenue Service**  
2001 Butterfield Road  
WSB:5223:Webster  
Downers Grove, IL. 60515

**Department of the Treasury**

**Date:** January 31, 2008

**S H & ASSOCIATES INC**  
2 SHELburne DR  
OAK BROOK, IL. 60523-1747

**Person to Contact:**  
Ms. B. Webster  
**IRS Telephone Number:**  
630-493-5846  
**Employee Identification Number:**  
38-07236  
**Taxpayer Identification Number**  
348-48-2879

**Notice of Federal Tax Lien Filing--Nominee or Alter-Ego**

You have been identified as the nominee or alter-ego for Samy Hammad. This letter is to inform you that we have filed a Notice of Federal Tax Lien.

You have the right to appeal this decision. We explain your rights in the enclosed Publication 1680.

There may be other ways that we can resolve this issue. Contact the person named above for further information.

One option you have is to request a Certificate of Discharge from the Federal Tax Lien. However, before we will issue a discharge, you must pay the amount due or post a bond guaranteeing payment. The enclosed Publication 783, provides information on how to request a certificate of discharge.

We will issue a Certificate of Release of Federal Tax Lien within 30 days after you pay the full amount due or within 30 days after we accept a bond guaranteeing payment.

Sincerely yours,



B. Webster  
Revenue Officer

**Enclosures:**

Publication 1680, Collection Appeal Rights  
Publication 783, Instruction on How to Apply for a Certificate of Discharge From Federal Tax Lien  
Form 688(Y), Notice of Federal Tax Lien

**Letter 3177 (DO) (Rev. 04-2003)**  
Catalog Number: 26921M

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**EXHIBIT**

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Form **668(Y)**  
(Rev. 10-1998)

## Department of the Treasury - Internal Revenue Service

## Notice of Federal Tax Lien

Small Business/Self Employed Area: 4

Serial Number

For Optional Use by Recording Office

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

## Name of Taxpayer

S H &amp; Associates Inc. as the alter ego Samy Hammad

## Residence

2 Shelburne Drive  
Oak Brook, IL 60523-1747

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
CIVP	09/30/1991	36-3758827	03/27/2002		\$341,648.42
CIVP	12/31/1991	36-3758827	03/27/2002		\$152,459.98
CIVP	03/31/1992	36-3758827	03/27/2002		\$30,128.48
CIVP	12/31/1992	36-3758827	03/27/2002		\$100,428.26
CIVP	06/30/1995	36-3758827	03/27/2002		\$135,298.85
CIVP	09/30/1995	36-3758827	03/27/2002		\$248,168.73
CIVP	12/31/1995	36-3758827	03/27/2002		\$243,444.72

## Place of Filing

Recorder of Deeds  
DuPage County  
Wheaton IL

Total

\$1,251,577.44

This notice was prepared and signed at 2001 Butterfield Road, Downers Grove, IL 60515, on this, the 31st day of January, 2008.

## Signature

B. Webster, Employee #36-07236

## Title

Revenue Officer, Phone #630-493-5646

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-486, 1971-2 C.B. 408)

Part 2 - Taxpayer Copy

Form 668(Y) (Rev. 10-1998)

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

**S.H. & Associates Inc. Properties**

	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
1.)	732 Forest Glen	Oak Brook	IL	60523	DuPage
2.)	40 N. Tower Road Unit 7N	Oak Brook	IL	60523	DuPage
3.)	537 E. Park Ave.	Elmhurst	IL	60126	DuPage
4.)	443 N. Emery Lane	Elmhurst	IL	60126	DuPage
5.)	10S521 Dunham Drive	Downers Grove	IL	60516	DuPage
6.)	929 Ashford Lane	Westmont	IL	60559	DuPage
7.)	345 W. Superior St. Unit A	Chicago	IL	60610	Cook
8.)	123 E. 43rd Street	Chicago	IL	60653	Cook
9.)	3954 W. Lake Street	Chicago	IL	60624	Cook
10.)	350 N. Cicero Ave.	Chicago	IL	60644	Cook
11.)	5100 S. Paulina St.	Chicago	IL	60609	Cook
12.)	15501 70th Court	Orland Park	IL	60462	Cook
13.)	8356 S. Kilbourn Ave.	Chicago	IL	60652	Cook
14.)	3426 W. 135th Street	Robbins	IL	60472	Cook
15.)	1816 St. Charles Road	Maywood	IL	60153	Cook
	1816 St. Charles Road	Maywood	IL	60153	Cook
	1816 St. Charles Road	Maywood	IL	60153	Cook

**EXHIBIT**

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401 South LaSalle  
Suite 403  
Chicago, Illinois 60605

Telephone: 312/663-0004  
Facsimile: 312/663-1514  
E-Mail:  
[ariel@weissberglaw.com](mailto:ariel@weissberglaw.com)

March 3, 2008

Ms. B. Webster  
Internal Revenue Service  
2001 Butterfield Road  
WSB: 5223: Webster  
Downers Grove, IL 60515

**BY 1<sup>ST</sup> CLASS CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
Receipt #7007 0710 0001 8931 4297**

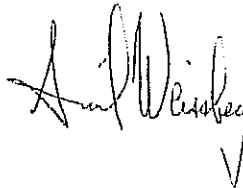
**Re: S H & Associates, Inc., 2 Shelburne Dr., Oak Brook, Illinois, 60523  
Employee Identification Number: 36-07236  
Taxpayer Identification Number: 348-48-2879**

Dear Ms. Webster:

I am enclosing a Request for a Collection Due Process or Equivalent Hearing for the above-named taxpayer. I will forward under separate letter my Power of Attorney.

Please contact me.

Yours truly,



Ariel Weissberg, for  
S H & Associates, Inc.

AW/hw

cc: Mr. Omar Hammad

**EXHIBIT**

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# Request for a Collection Due Process or Equivalent Hearing

Use this form to request a Collection Due Process (CDP) or equivalent hearing with the IRS Office of Appeals if you have been issued one of the following lien or levy notices:

- *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320,*
- *Notice of Intent to Levy and Notice of Your Right to a Hearing,*
- *Notice of Jeopardy Levy and Right of Appeal,*
- *Notice of Levy on Your State Tax Refund- Notice of Your Right to a Hearing.*

Complete this form and send it to the address shown on your lien or levy notice. Include a copy of your lien or levy notice to ensure proper handling of your request.

Call the phone number on the notice or 1-800-829-1040 if you are not sure about the correct address or if you want to fax your request.

**You can find a section explaining the deadline for requesting a Collection Due Process hearing in this form's instructions. If you've missed the deadline for requesting a CDP hearing, you must check line 6 (Equivalent Hearing) to request an equivalent hearing.**

**1. Print Name:**

SH & Associates, Inc.

If a husband and wife owe the tax liability jointly, please print both names if both want a hearing.

2 Shelburne Drive

Address:

City: Oak Brook State: Illinois Zip Code: 60523

**2. Social Security Number or Numbers**

SSN 1

SSN 2

Employer Identification Number

36-07236

**3. Daytime Telephone Number and Best Time to Call**

( 312 ) 663 - 0004

☒ am. ☐ pm.

**4. Tax Information**

Type of Tax (Income, Employment, Excise, etc. or Civil Penalty)	Tax Form Number (1040, 941, 720, etc)	Tax Period or Periods
Employment/Civil Penalty	941	9-30-91, 12-31-91, 3-31-92, 12-31-92, 6-30-95
		9-30-95, 12-31-95

**Request for a Collection Due Process or Equivalent Hearing**

5. Basis for Hearing Request (Both boxes can be checked if you have received both a lien and levy notice)

☒ Filed Notice of Federal Tax Lien

☐ Proposed Levy or Actual Levy

6. Equivalent Hearing (See the instructions for more information on Equivalent Hearings)

☐ I would like an Equivalent Hearing - I would like a hearing equivalent to a CDP Hearing if my request for a CDP hearing is too late.

7. Check the most appropriate box for the reason you disagree with the filing of the lien or the levy. **See page 4 of this form for examples.** You can add more pages if you don't have enough space.

Collection Alternative

☐ Installment Agreement

☐ Offer in Compromise

Lien

☐ Subordination

☐ Discharge

☒ Withdrawal

Please explain: Contrary to the statement on the tax lien, the tax payer is not an alter ego or nominee of Samy Hammad.

My Spouse Is Responsible

☐ Innocent Spouse Relief (Please attach Form 8857, *Request for Innocent Spouse Relief*, to your request.)

Other

(Use as much space as you need to explain the reason for your request. Attach extra pages if necessary.)

☒ Reason:

Samy Hammad provided to the IRS information evidencing that SH & Associates, Inc. is not an alter ego or the nominee of Samy Hammad. Despite this clear and convincing proof contravening the IRS' position taken in the Notice of Federal Tax Lien Filing, the IRS has pursued its alleged claims wrongfully against SH & Associates, Inc.

I understand the CDP hearing and any subsequent judicial review will suspend the statutory period of limitations for collection action. I also understand my representative or I must sign and date this request before the IRS Office of Appeals can accept it.

**SIGN HERE**

Your Signature

*Amr Wassef, authorized representative*

Date

*3-3-08*

Spouse's Signature (if a joint request, both must sign)

Date

**IRS Use Only**

IRS Employee (Print)

Employee Telephone Number

IRS Received Date

**Form 668(Y)**  
 (Rev. 10-1999)

**Department of the Treasury - Internal Revenue Service**

**Notice of Federal Tax Lien**

Small Business/Self Employed Area: 4

Serial Number

For Optional Use by Recording Office

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer  
 S H & Associates Inc. as the alter ego Samy Hammad

Residence  
 2 Shelburne Drive  
 Oak Brook, IL 60523-1747

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

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CIVP	12/31/1991	36-3758827	03/27/2002		\$152,459.98
CIVP	03/31/1992	36-3758827	03/27/2002		\$30,128.48
CIVP	12/31/1992	36-3758827	03/27/2002		\$100,428.26
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CIVP	09/30/1995	36-3758827	03/27/2002		\$248,168.73
CIVP	12/31/1995	36-3758827	03/27/2002		\$243,444.72

Place of Filing Recorder of Deeds DuPage County Wheaton IL	Total	\$1,251,577.44
---	-------	----------------

This notice was prepared and signed at 2001 Butterfield Road, Downers Grove, IL 60515, on this, the 31st day of January, 2008.

Signature  
 B. Webster, Employee #36-07236 *B. Webster*

Title  
 Revenue Officer, Phone #630-493-5646

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-486, 1971-2 C.B. 400)  
 Part 2 - Taxpayer Copy Form 668(Y) (Rev. 10-1999)

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. B. Webster  
Internal Revenue Service  
2001 Butterfield Rd.  
WSB: 5223 Webster  
Downer's Grove IL 60515

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☒ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7007 0710 0001 8931 4297

PS Form 3811, July 1999

Hammad

Domestic Return Receipt

102595-00-M-0952

7007 0710 0001 8931 4297

Ms. B. Webster  
Internal Revenue Service  
2001 Butterfield Road  
WSB: 5223: Webster  
Downers Grove, IL 60515

ERG AND ASSOCIATES, LTD.

401 SOUTH LaSALLE

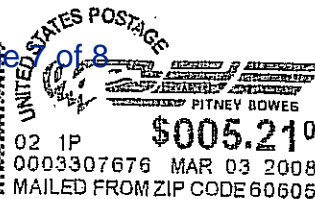
SUITE 403

CHICAGO, ILLINOIS 60605

Case 1:08-cv-04767 Document 9-7 Filed 09/03/2008 Page 8 of 8



7007 0710 0001 8931 4297



Ms. B. Webster  
Internal Revenue Service  
2001 Butterfield Road  
WSB: 5223: Webster  
Downers Grove, IL 60515

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Ms. B. Webster  
Internal Revenue Service  
2001 Butterfield Rd.  
WSB: 5223 Webster  
Downer's Grove IL 60555

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

TOM LACH

3-5-8

C. Signature

X

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☒ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number (Copy from service label)

7007 0710 0001 8931 4 17

PS Form 3811, July 1999

Hammad Domestic Return Receipt

102595-00-M-0952

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage

\$

4

Certified Fee

2.65

Return Receipt Fee  
(Endorsement Required)

2.15

Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$

5.21

Postmark  
Here

Sent To

Mrs Webster @ IRS

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

7007 0710 0001 8931 4297

**REAL ESTATE SALE CONTRACT**

Approved by the CHICAGO ASSOCIATION OF REALTORS®

**1. PARTIES:**

2. SELLER: Cor SH + Associates PURCHASER: Midwest Leasing of Oak Brook, Inc.  
 3. ADDRESS: 2540 Lake ADDRESS: 55 W. Wacker Drive #1120  
 4. Oak Brook, IL 60523 Chicago, IL 60601

5. Purchaser and Seller are hereinafter sometimes referred to as the "Parties."  
 6. Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions  
 7. herein set forth.

**8. DESCRIPTION OF PROPERTY:**

9. TYPE OF PROPERTY (check one): ☒ Single Family ☐ Condominium ☐ Townhouse  
 10. ☐ Multi-Family ☐ Vacant Lot

11. STREET ADDRESS 732 FOREST GLEN LANE, OAK BROOK, IL 60523

12. (Include "Unit Number" if condominium or townhouse) (CITY) (STATE)

13. LOT SIZE: APPROXIMATELY 55 X 133 X 163 X 160 X        FEET.

14. LEGAL DESCRIPTION: The Parties agree that the correct legal description may be attached at any time hereinafter.

**15. IMPROVED WITH**

16. together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time  
 17. of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any;  
 18. drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener  
 19. (except rental units), if any; all planted vegetation; ceiling fans, if any, automatic garage door system and all related remote  
 20. hand-held units, if any; and specifically including the following items of personal property now on the premises:  
 21. oven/range, microwave, refrigerator, dishwasher, washer, dryer, disposal

**23. PRICE AND TERMS:**

24. PURCHASE PRICE \*See attached contingency \$ 665,000

**25. EARNEST MONEY DEPOSIT**

26. In the form of (cash), (personal check), (cashier's check) or (judgment note due       ) \$ 30,000

27. \$       

28. BALANCE DUE AT CLOSING \$ 635,000

**29. FINANCING:**

30. This Contract is contingent upon Purchaser securing within N/A (        ) days of acceptance  
 31. hereof a written mortgage commitment on the real estate herein in the amount of \$        or such lesser sum as  
 32. Purchaser accepts, with interest not to exceed        % per year, to be amortized over        years, the combined origination  
 33. and discount fees for such loan not to exceed        %, plus loan processing fees, if any. Purchaser shall make written  
 34. application for such loan within ten (10) days from date of acceptance of this Contract, shall cooperate with the lender in supplying  
 35. all necessary information and documentation; and shall diligently attempt to obtain the mortgage described herein. In the event  
 36. Purchaser is unable to secure such loan commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney.  
 37. Seller may, at Seller's option, within an equal number of additional days, procure for Purchaser such a commitment or notify  
 38. Purchaser that Seller will accept a purchase money mortgage upon the same terms. In the event neither Purchaser nor Seller secure  
 39. such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest  
 40. money shall be returned to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to  
 41. closing, but any delays caused thereby shall not constitute a default by Seller. Seller must allow reasonable inspection of the  
 42. premises by Purchaser's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this  
 43. Contract, Purchaser represents that Purchaser's ability to obtain financing is not subject to the sale, closing, or rental of any other  
 44. real estate. Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or  
 45. rental of other real estate, and fails to close this transaction's terms.

**46. CLOSING:**

47. The closing shall be on or before ASAP 8.24.08 at the office of Purchaser's lender, or Title Company

**48. POSSESSION: (Select one applicable option)**

49. Seller shall deliver possession to Purchaser at closing, OR

50. Seller shall deliver possession to Purchaser within N/A (        ) days from date of

51. closing. Seller agrees to pay Purchaser for use and occupancy the sum of \$        per day for each day after

52. closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during such

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Revised 02/02

**EXHIBIT**7

tabbies



period, and shall deliver possession of the real estate in the same condition as it is in, on the date of closing. Should Seller fail to deliver possession to Purchaser as agreed, Seller shall pay to Purchaser beginning on the N/A day after closing, the sum of \$ \_\_\_\_\_ per day until possession is delivered to Purchaser and Purchaser shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Retainer Act or any other statute, and consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorneys' fees and court costs Purchaser may incur in the enforcement of Purchaser's rights pursuant to this provision.

Seller shall deposit the sum of \$ \_\_\_\_\_ in escrow with \_\_\_\_\_, as Escrowee, at the time of closing, and any monies due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Purchaser when Seller, has vacated the premises and delivered the keys to Purchaser or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

#### **TITLE EVIDENCE:**

Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by Purchaser under the terms hereof or which Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery thereof by Seller for such period of delay. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to remove such exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove such exceptions or obtain additional insurance within the time stated herein, Purchaser may elect to terminate this Contract and all monies paid by Purchaser shall be refunded to Purchaser.

#### **DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**

Seller shall convey or cause to be conveyed to Purchaser title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Purchaser, or to Purchaser's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any, and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable.

#### **PRORATIONS:**

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes, including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Prorations of general taxes shall be on the basis of 105% of the last ascertainable bill. If such bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

#### **SURVEY:**

Seller, at Seller's expense, except for condominiums, shall furnish to Purchaser a current spotted survey (dated not more than 6 months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and such survey shall show no encroachments from adjoining properties. In the event such survey discloses encroachments, these encroachments shall be insured by the title company for Purchaser and Purchaser's lender at Seller's expense.

#### **COMMISSION:**

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker and Purchaser's broker are identified after the execution section of this Contract.

#### **ATTORNEY MODIFICATION:**

The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or such party's agent, and shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**

**CLEAN CONDITION:**

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Purchaser and all refuse shall be removed from the premises at Seller's expense by the possession date.

**PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)**

Purchaser declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection,

OR

Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a certified home inspection service of Purchaser's choice, and at Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection. PURCHASER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered minor deficiencies for the purpose of this paragraph and Purchaser agrees to assume those repairs with no allowance from Seller. Purchaser, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repair exceeds the limitation set forth herein, and Purchaser shall have the right to request repair of all such deficiencies. In the event Purchaser makes a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Purchaser that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days thereafter notify Seller of Purchaser's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Purchaser. The parties hereto agree that the following items are accepted by Purchaser "As Is", shall not be made a part of Purchaser's request for repairs, and shall not be further negotiated: IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO LONGER A PART OF THIS REAL ESTATE SALE CONTRACT.

**WELL AND SEPTIC TEST: (Select one applicable option)**

The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision inapplicable),

OR

The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at Seller's expense, prior to closing, shall obtain and deliver to Purchaser a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of such written tests reports indicates that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be refunded to Purchaser.

**FLOOD PLAIN:**

Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires Purchaser to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Purchaser prior to the Contract Date.

**PERFORMANCE / DEFAULT / RELEASE OF EARNEST MONEY:**

The earnest money and this Contract shall be held by Schiller Realty (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

**174. TERMITE INSPECTION:**

175. Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified to do termite  
 176. inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no  
 177. visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if  
 178. the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of  
 179. Purchaser's receipt of the report to proceed with the purchase or declare this Contract null and void. This provision shall not be applicable to  
 180. condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

**181. GENERAL CONDITIONS AND STIPULATIONS:**

182. (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable any lender to issue a commitment  
 183. for mortgage or trust deed and to close this sale.  
 184. (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation,  
 185. condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.  
 186. (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for  
 187. such party. In the event the name and address of Seller or the attorney for Seller is unknown, written notice may be served upon the listing  
 188. broker as agent for Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or  
 189. attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business  
 190. days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.  
 191. (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between Seller and Purchaser, and  
 192. there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of  
 193. this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.  
 194. (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and  
 195. permitted assigns.  
 196. (f) This Contract is subject to the provisions of Public Act 69-111 known as the Residential Real Property Disclosure Act, the terms of which are  
 197. expressly incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document  
 198. is accurate as of the Contract Date.  
 199. (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any  
 200. provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be  
 201. enforced with such provision severed or as modified by such court.  
 202. (h) Prior to closing, Purchaser shall have the right to enter into and make a final inspection of the premises to determine that the premises are  
 203. in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract  
 204. Date, Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.  
 205. (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party  
 206. designated in the ordinance of the municipality imposing the tax.  
 207. (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the  
 208. Uniform Vendor and Purchaser Risk Act of Illinois shall apply.  
 209. (k) If Purchaser or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this  
 210. Contract to indicate they are the beneficiaries of such trust in order to guarantee their performance of this Contract and to indicate that they  
 211. hold the sole power of direction with regard to such trust.  
 212. This Contract and Riders numbered, \_\_\_\_\_, RESIDENTIAL REAL PROPERTY DISCLOSURE  
 213. REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed  
 214. by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to Purchaser.

215. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

216. PURCHASER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

217. PURCHASER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

218. Date of Offer: 8/8/08

Date of Acceptance\*: 8/8/08

219. (\*This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

**IDENTIFY OF BROKERS AND ATTORNEYS**

(Please complete when executing the Contract)

220. PURCHASER'S BROKER: Keller Williams Gold Coast Realty

SELLER'S BROKER: Schiller Realty Dina Femola

221. Telephone: 312-881-8500/312-388-2610

Telephone: 630-617-6074

222. Fax: 773-762-2604

Fax: 630-834-9454

223. ☒ (Designated) or ☐ (Dual Agent) (Select one)

☒ (Designated) or ☐ (Dual Agent) (Select one)

224. Elizabeth Gossage

Dina Femola

(Agent's Name)

(Agent's Name)

225. PURCHASER'S

SELLER'S

226. ATTORNEY: Larry Brown

ATTORNEY: Larry Ordower (Mike)

227. Telephone: 847-676-2263

Telephone: 312-263-5122

228. Fax: 847-676-2263

Fax: 312-263-0023

## LIST OF ITEMS FOR WHITE HOUSE, 732 FOREST GLEN

## 1. BASEMENT

- a. CERAMIC TILE OF FLOOR
- b. ~~BATTERY BACK UP FOR SUBPUMP~~
- c. ~~FRIDGE REPLACED~~ removed
- d. REPLACE AND PAINT ANY BASEBOARD/MOLDING WITH WATER DAMAGE

## 2. OUTSIDE

- a. CLEAN AND SECURE GUTTERS
- b. POWER WASH AND PAINT
- c. REPLACE OR PUT JACUZZI IN WORKING ORDER
- d. LEVEL PAVERS IN BACK YARD
- e. CUT DOWN OVER GROWTH OF FOLIAGE DUE TO LACK OF UPKEEP

## 3. MAIN LEVEL

- a. BATHROOM FAN BROKEN
- b. REPAIR GARAGE DOOR
- c. REPAIR LIGHT IN GARAGE
- d. REPAIR DOORBELL
- e. REPAIR SCREEN DOOR IN LAUNDRY ROOM

## 4. STAIRWELL

- a. CLEAN OR REPLACE CARPET
- b. SECURE BANISTER

## 5. SECOND LEVEL

- a. CLEAN OR REPLACE CARPET
- b. PUT SHOWER HEAD IN SECOND BATHROOM
- c. REPAIR WALL IN 3RD BEDROOM
- d. REPAIR/REALIGN CLOSET DOOR IN 3RD BEDROOM
- e. FIX/REPLACE LIGHT FIXTURE IN MASTER BEDROOM CLOSET

Friday, August 08, 2008 America Online: ARSCO1

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# **Illinois Association of REALTORS®** **RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT**



**NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.**

Property Address: 732 Forest Glen Ln  
 City, State & Zip Code: Oak Brook IL 60057  
 Seller's Name: SA Associates

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 8/1/07 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Seller has occupied the property within the last 12 months. (No explanation is needed.)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4. I am aware of material defects in the basement or foundation (including cracks and bulges).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5. I am aware of leaks or material defects in the roof, ceilings or chimney.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6. I am aware of material defects in the walls or floors.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7. I am aware of material defects in the electrical system.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9. I am aware of material defects in the well or well equipment.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10. I am aware of unsafe conditions in the drinking water.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11. I am aware of material defects in the heating, air conditioning, or ventilating systems.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12. I am aware of material defects in the fireplace or woodburning stove.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14. I am aware of unsafe concentrations of radon on the premises.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	17. I am aware of subsidence, underground pile, settlement, sliding, upheaval, or other earth stability defects on the premises.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	18. I am aware of current infestations of termites or other wood boring insects.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20. I am aware of underground fuel storage tanks on the property.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21. I am aware of boundary or lot line disputes.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.

**Note:** These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

**Note:** These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: [Signature] Date: 8/1/07  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 8/1/07 Agent: \_\_\_\_\_  
 Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
(For Residential Real Property Sales or Purchases)**Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

**Seller's Disclosure (Initial each of the following which applies)**

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) Seller has no knowledge of elevated radon concentrations in the dwelling.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (Initial each of the following which applies)**

- (e) Purchaser has received copies of all information listed above.
- (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (Initial if applicable)**

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>[Signature]</u>	Date <u>1-2-08</u>
Seller <u>[Signature]</u>	Date <u>          </u>
Purchaser <u>[Signature]</u>	Date <u>2/6/08</u>
Purchaser <u>          </u>	Date <u>          </u>
Agent <u>          </u>	Date <u>          </u>
Agent <u>          </u>	Date <u>          </u>

1732 Forest Glen Lane  
Oak Brook

Check Amount: \$30,000.00

Discount Taken

Amount Paid

Item to be Paid - Description

EQUIPMENT PURCHASES

30,000.00

**MIDWEST LEASING OF OAK BROOK INC.**

ACCOUNTING OFFICE  
55 W. WACKER DR. - SUITE 1120  
CHICAGO, ILLINOIS 60601  
(312) 388-2810

Check Number:

10008 CHICAGO, IL 60602  
2-648/710

THE PRIVATE BANK  
AND TRUST COMPANY  
TEN NORTH DEARBORN  
CHICAGO, IL 60602  
2-648/710

10008

DATE

Jul 31, 2008

AMOUNT

30000.00

Thirty Thousand and 00/100 Dollars

PAY  
TO THE  
ORDER  
OF:

SCHILLER REALTY  
ELMHURST, IL 60126

AUTHORIZED SIGNATURE

⑈010008⑈ ⑆071006486⑆ 101262⑈

MIDWEST LEASING OF OAK BROOK INC.

10008